

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-32

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT CONCERNING A REGIONAL STUDY FOR THE CENTRAL WASATCH MOUNTAINS KNOWN AS “WASATCH SUMMIT PHASE I”

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Utah Department of Transportation, Utah Transit Authority, Salt Lake City, Sandy City, Town of Alta, Park City Municipal Corporation, Salt Lake County, Summit County, Wasatch County, Metropolitan Water District of Salt Lake & Sandy (collectively, the “*Other Entities*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, the Other Entities and the City desire to participate in a multi-jurisdictional effort known as “Wasatch Summit Phase I” for the purpose of conducting a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities affecting all of such participants (the “*Study*”); and

WHEREAS, the City and the Other Entities jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder the parties will cooperate in funding and conducting the Study on the terms and conditions specified in the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 30 July 2013 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

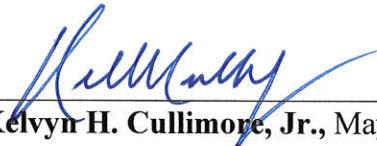
NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement with the County be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-32, shall take effect immediately upon passage.

PASSED AND APPROVED this 30th day of July 2013.

COTTONWOOD HEIGHTS CITY COUNCIL



By 
Kelvyn H. Cullimore, Jr., Mayor


Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken <i>Absent</i>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 30th day of July 2013.

RECORDED this 31 day of July 2013.

601955.1

PROGRAM AND FUNDING AGREEMENT

Wasatch Summit Phase I

This Interlocal Program and Funding Agreement ("Agreement") is entered into this ____ day of _____, 2013 by and among the Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), Salt Lake City ("SLC"), Sandy City ("Sandy"), Cottonwood Heights ("Cottonwood Heights"), Town of Alta ("Alta"), Park City Municipal Corporation ("Park City"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County") and Wasatch County ("Wasatch County"), and Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Alta and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues;

WHEREAS, MWDSLS is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, increasing uses of the Wasatch Mountains, population growth, vehicular traffic, economic and development pressures, and potential climate change impacts are combining in a way that is increasingly difficult to manage and that threatens the economy, water resources, environment, and quality of life for more than a million residents and visitors to the region;

WHEREAS, transportation issues associated with recreational access in the Wasatch Mountains are among the more noticeable problems, and solving transportation problems as they relate to land use and watershed protection is a high priority for the Parties, largely due to safety, quality of life, and environmental concerns;

WHEREAS, previous studies have been conducted that support this work, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies; and

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).
- B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.
- C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.

- D. The final work deliverables and general agreement on the major decisions in Phase I of the Program will be in accordance with the Deliverables and Decisions shown in Exhibit A hereto.
 - E. Each of the Parties will pledge funds and/or in-kind contributions, as more particularly set forth herein, for Phase I of the Program.
 - F. The term Program, as used in this Agreement, is Phase I and any Phase II of the effort of the Parties to scope and analyze issues and alternatives related to transportation, land use, recreation, wilderness, watershed and economics in the Central Wasatch Mountains and as described above.
2. EXECUTIVE COMMITTEE. An Executive Committee is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Committee. The Parties may invite third parties to serve on the Executive Committee at their discretion. The Executive Committee shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Committee.
3. EXECUTIVE COMMITTEE DESIGNATED REPRESENTATIVES. The Parties hereby designate the following as their Designated Representatives on the Executive Committee:
- UDOTJason Davis
 - UTAMichael Allegra, UTA General Manager
 - Salt Lake CityMayor Ralph Becker
 - Cottonwood HeightsMayor Kelvyn H. Cullimore, Jr.
 - AltaMayor Tom Pollard
 - Park CityCouncil Member Andy Beerman
 - SandyMayor Tom Dolan
 - Salt Lake CountyMayor Ben McAdams
 - Summit CountyCouncil Member Christopher Robinson
 - Wasatch CountyCouncil Member Steve Capson
 - Metropolitan Water District
of Salt Lake & Sandy.....Michael L. Wilson, MWDSLS General Manager
4. STEERING COMMITTEE. A Steering Committee is established to be the managing body of the Program. The Steering Committee shall consist of staff members of the Executive Committee members, and shall manage the Program at the direction of the Executive Committee. The Steering Committee may invite third parties to serve on the Steering Committee upon approval of the Executive Committee. The Steering

Committee shall meet at least monthly, and may meet more frequently, as agreed by a majority of the Steering Committee.

5. **PROGRAM FACILITATOR.** The Parties agree to engage a Program Facilitator to coordinate and manage numerous elements, including logistics and meetings, and to serve as an objective third-party facilitator for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Facilitator shall work under contract as described in Paragraph 10 and generally shall be responsible for the day to day management of the Program in coordination with the Steering Committee, and will report to the Executive Committee. The Program Facilitator will prepare a strategic plan, mutually agreed upon by members of the Executive Committee, which creates a collaborative process designed to advance Program goals under the collective direction of the Executive Committee. Once this plan is developed and agreed upon, it will be included as a supplement to this Agreement in accordance with Paragraph 13. The Steering Committee shall prepare and finalize a Scope of Work for the Program Facilitator, which shall be approved by the Executive Committee. The Program Facilitator shall be selected in accordance with Paragraph 10.
6. **TECHNICAL CONSULTANTS.** The Parties agree to engage technical consultants, as needed, to deliver the work products required to meet the Decisions and Deliverables shown in Exhibit A. The technical consultants shall work in collaboration with the Program Facilitator and the Steering Committee, and will report to UTA. The technical consultants shall work under contract as described in Paragraph 10 and generally shall be responsible for the technical aspects of the Program. The Steering Committee shall prepare and finalize a Scope of Work for the technical consultants. The technical consultant shall be selected in accordance with Paragraph 10.
7. **TERM.** The term of this Agreement shall be for two (2) years, unless otherwise agreed by the Parties in accordance with Paragraph 13. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
8. **FUNDING.** The amounts for funding Phase I of the Program, allocated by the Parties over a two year period, is expected to be as follows:

State of Utah (issued through UDOT).....	\$ 2,600,000.00
Utah Transit Authority.....	\$ 200,000.00
Salt Lake City	\$ 200,000.00
City of Sandy	\$ 100,000.00
City of Cottonwood Heights.....	\$ 50,000.00
Town of Alta	\$ 25,000.00
Park City Municipal Corporation	\$ 100,000.00
Salt Lake County	\$ 200,000.00
Summit County	\$ 50,000.00

Wasatch County.....	\$ 50,000.00
MWDSLS.....	\$ 100,000.00

Funding is due as follows: for each of the monetary contributions, one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2013; and one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2014, assuming such amount is appropriated by the Party for such purpose. Notwithstanding the foregoing, contributions from Parties operating on a calendar budget year will be due and payable on or before January 30, 2014. The funds shall be deposited in the UTA segregated holding account described in Paragraph 9 and shall be used solely for the purposes of the Program, as directed by the Executive Committee.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Committee shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Committee.

9. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase I of the Program will be deposited in a segregated holding account (the "Account"), which UTA shall create and manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Committee, and in accordance with UTA policies. UTA shall pay Program expenditures first from the \$2,600,000.00 appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.

10. **CONTRACTOR SELECTION AND ADMINISTRATION.** UTA, as administrator of the Account described in Paragraph 9, shall be responsible for administration of the Program contracts described in Paragraphs 5 and 6, or additional contracts as authorized by the Executive Committee. UTA's services as administrator will be provided at no charge to the Program. UTA shall issue requests for proposals and administer Program contracts in accordance with its policies. The Executive Committee shall appoint members of the Executive Committee and Steering Committee representing diverse interests to participate on the evaluation and selection committees for any Program contracts. UTA shall coordinate with the Steering Committee, or the Program Facilitator as authorized by the Steering Committee, in

such matters as issuing Notices to Proceed, change orders, accepting the work products of the technical consultants and similar items.

In no event shall UTA be expected or required to enter into contracts committing UTA to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 9. UTA will not enter into any contracts committing Program funds without the knowledge and consent of the Steering Committee.

11. PAYMENT OF INVOICES. UTA will forward invoices received from the Program Facilitator, technical consultants, or other contractors, to the other Parties for review and approval. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify UTA of disapproval within ten (10) business days will be deemed approval. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days.
12. COORDINATION AND INFORMATION SHARING. The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Facilitator may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Facilitator. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
13. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Committee to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
14. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records Access and Management Act and applicable Federal law. Records created by or

through the work of the Program Facilitator and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

15. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase I expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.

16. TERMINATION OF THE AGREEMENT. At the expiration of this Agreement or if the Executive Committee determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 9, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

17. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Steering Committee for resolution of the dispute.
- B. If the dispute is not resolved by the Steering Committee, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Committee.
- C. If the dispute is not resolved by majority vote of the Executive Committee within 30 days after referral to the Executive Committee, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or

other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

18. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Executive Director Carlos Braceras
Utah Department of Transportation
4501 South 2700 West
P.O. Box 141245
Salt Lake City, UT 84114-1245

Copy to:

Renee Spooner
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148455
Salt Lake City, UT 84114-8455

Copy to:

Jason Davis
Utah Department of Transportation
Region Two
2010 South 2760 West
Salt Lake City, Utah 84104

UTA

General Manager Michael Allegra
669 West 200 South
Salt Lake City, UT 84101
Email: mallegra@rideuta.com

Copy to:

UTA General Counsel
669 West 200 South
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone: 801-535-7704
Email: Ralph.Becker@slcgov.com

Copy to:

ATTN: Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047
Email: kcullimore@ch.utah.gov

Copy to:

c/o Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84111
Telephone: (801) 530-7300
Facsimile: (801) 364-9127
Email: wstopham@cnmlaw.com

ALTA

Mayor Tom Pollard
Town of Alta
P.O. Box 8016
Alta, UT 84052
Telephone: (801) 363-5105
Email: tjp@townofalta.com

PARK CITY

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: andy@parkcity.org

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
Sandy City
10000 Centennial Parkway
Sandy, Utah 84070

Copy to:

John Hiskey
Sandy City
10000 Centennial Parkway
Sandy, Utah 84070
Telephone (801) 568-7104
Email: jhiskey@sandy.utah.gov

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste N2100
PO Box 144575
Salt Lake City, Utah 84114-4575
Email: ben@slco.org

Copies to:

ATTN: Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste N2100
PO Box 144575
Salt Lake City, Utah 84114-4575
Email: kbarnett@slco.org

And

ATTN: Jeremy Keele
Salt Lake County Government Center
2001 South State Street, Ste N2100
PO Box 144575
Salt Lake City, Utah 84114-4575
Email: jjkeele@slco.org

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, Utah 84098
Email: cfrobinson@summitcounty.org

Copy to:

Attn: David L. Thomas
60 N. Main
P.O. Box 128
Coalville, Utah 84017

WASATCH COUNTY

Council Member Steve Capson
25 North Main Street
Heber City, Utah 84032

Copy to:

Wasatch County Attorney
805 West 100 South
Heber City, Utah 84032

MWDSLS

Michael L. Wilson, General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Telephone: (801) 942-9685
Email—wilson@mwdsls.org

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

19. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 8, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

20. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

22. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 8, the effective date as to each Party is the date of that Party's signature

Signed this ____ day of _____, 2013.

UTAH DEPARTMENT OF
TRANSPORTATION

Carlos Braceras, Executive Director

Approved as to Form

Salt Lake County agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SALT LAKE COUNTY

Ben McAdams, Mayor

Approved as to Form

Summit County agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SUMMIT COUNTY

Christopher Robinson, Council Chair

Approved as to Form

David L. Thomas
Chief Civil Deputy

Salt Lake City agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SALT LAKE CITY

Ralph Becker, Mayor

Approved as to Form

City of Sandy agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

CITY OF SANDY

Tom Dolan, Mayor

Approved as to Form

Cottonwood Heights agrees to provide \$50,000 (subject to required appropriations).

Signed this 30th day of July, 2013.

COTTONWOOD HEIGHTS

ATTEST:

Kelvyn H. Cullimore, Jr., Mayor

Kory Solorio, Recorder

Approved as to Form:

Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Approved as to Form

Utah Transit Authority agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

UTAH TRANSIT AUTHORITY

Michael Allegra, General Manager

Matt Sibul, Chief Planning Officer

Approved as to Form

Town of Alta agrees to provide \$25,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

TOWN OF ALTA

Approved as to Form

Wasatch County agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

WASATCH COUNTY

Approved as to Form:

MWDSLS agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Michael L. Wilson, General Manager

Approved as to Form:

Shawn E. Draney, General Counsel

EXHIBIT A

Phase 1 Decisions and Deliverables

The outcome of Phase 1 is the project Purpose and Need, and general consensus on the following overarching decisions:

Project Element	Phase 1 Decisions and Deliverables
Transit	Mode, general alignment, termini, construction phasing, preliminary cost
Roadway	Required roadway changes, preliminary cost
Municipal watershed; source water protection	Land and environmental protection in municipal watersheds, costs associated with conservation easements, land/stream/forest restoration, mitigation, and source water protection
Land Use	Concept-level land use for jurisdictional master plans, wilderness considerations, ski resort considerations, conservation easement considerations
Federal Lands	Concept plan, identification of any necessary Plan Amendments
Economics & Funding	Financial costs and benefits to regions and state. Funding sources, mechanisms, income stream.